

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1
2. CONTRACT		3. SOLICITATION NUMBER		4. TYPE OF <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Naval Inventory Control Point – Mechanicsburg 5450 Carlisle Pike PO Box 2020 Mechanicsburg PA 17055-0788			CODE N00104			8. ADDRESS OFFER TO (If other than Item 7) Department of the Navy Naval Inventory Control Point – Mechanicsburg BID ROOM Contracting Department (Code 02), BLDG 410, BAY K-20 5450 Carlisle Pike, PO Box 2020 Mechanicsburg PA 17055-0788

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in **ITEM 8**, or if hand carried, in the depository located in Bldg. 410, BID ROOM, Bay K-20, or uploaded electronically to the secure server located at: <https://bidroom.navsup.navy.mil/solicitations/submit>, until **2:00 p.m.** local time (Date).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE (717)	NUMBER 605-	EXT.	

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(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	
15B TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
			28. AWARD	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B**N00104-04-R-K104**

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NOTE: This acquisition is restricted to qualified sources. A qualification package is required for new sources. See FAR Clause 52.209-1 and the attached source qualification statement for qualification requirements. Potential vendors must first pre-qualify before any offers will be considered. Prospective contractors may submit offers on supplies bearing different part numbers from those cited in the solicitation. Resultant Awards will not be delayed to qualify new sources.					
0001	NSN 1377-01-116-3149, XW57 CCU-71/A IMPULSE CARTRIDGE NAVAIR DWG 850AS129				
0001AA	TECHNICAL DATA – See DD Form 1423, Exhibit A	A/R	A/R	NSP	NSP
0001AB	PRODUCTION LOT TEST SAMPLES Shall consist of: 1 Lot of 260 Net, Plus an Additional 50 Each (50 Each for Test and 3 Each for Investigative Purposes).	53	EA	NSP	NSP
0001AC	SAME AS ITEM 0001 PAN / MC FY05 ACRN: Ownership Code: 5	229	EA		
0001AD	SAME AS ITEM 0001 F/A-18 ACRN: Ownership Code: 5	15	EA		
0001AE	SAME AS ITEM 0001 KU-P-PAF 05P30KU ACRN: Ownership Code: 8	4	EA		
0001AF	SAME AS ITEM 0001 SP-P-PAH 05P09SP ACRN: Ownership Code: 8	12	EA		
0002	NSN 1377-01-116-3150, XW58 CCU-72/A IMPULSE CARTRIDGE NAVAIR DWG 850AS132				
0002AA	TECHNICAL DATA – See DD Form 1423, Exhibit A	A/R	A/R	NSP	NSP
0002AB	PRODUCTION LOT TEST SAMPLES Shall consist of: 1 Lot of 91 Each Net, Plus an Additional 23 Each (20 Each for Test and 3 Each for Investigative purposes).	23	EA	NSP	NSP
0002AC	SAME AS ITEM 0002 PAN / MC FY05 ACRN: Ownership Code: 5	47	EA		
0002AD	SAME AS ITEM 0002 F/A-18E ACRN: Ownership Code: 5	27	EA		
0002AE	SAME AS ITEM 0002 KU-P-PAF 05P30KU ACRN: Ownership Code: 8	2	EA		
0002AF	SAME AS ITEM 0002 SP-P-PAH 05P09SP ACRN: Ownership Code: 8	3	EA		
0002AG	SAME AS ITEM 0002 MF-P-PAE 05P27MF ACRN: Ownership Code: 8	8	EA		
0002AH	SAME AS ITEM 0002 MF-P-PAE 05P27MF ACRN: Ownership Code: 8	1	EA		
0002AJ	SAME AS ITEM 0002 SZ-P-PAC 05P29SZ ACRN: Ownership Code: 8	3	EA		

>> Check here if the following statement applies: If Awarded the contract, I do NOT want the contract unit price(s) released.

SECTION B**NOTES:**

1. Information for using the Wide Area Workflow Receipt and Acceptance (WAWF-RA) electronic form to submit Material Inspection and Receiving Report (DD250) information is provided in Section H of this solicitation.
2. Use of WAWF-RA requires the vendor to self-register at the following website: <https://wawf.eb.mil>. Vendor training is available on the Internet at: <http://wawftraining.com>
3. Additional documentation may be attached to the electronic invoice in WAWF.

SECTION C**DFAR 252.211-7005****SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)**

- (a) **Definition:** "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at: <http://www.dcmil.com/onebook/7.0/7.2/7.2.6/reports/modified.xls>.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards: *(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
 - (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION C - DESCRIPTION AND SPECIFICATIONS

NOTE 1: NON-ANTICIPATION OF INITIAL WAIVERS AND DEVIATIONS ON AWARDS Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of waivers or deviations, even though such waivers and/or deviations may have been granted previously under other contracts for the same item.

NOTE 2: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED ON THE DODISS IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.

1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

CLIN	DATA LIST / PART OR DRAWING NUMBERS	REVISION	DATE OF REVISION
0001	DL850AS129	C	12/2/97
0002	DL850AS132	E	12/2/97

a. EXCEPTION TO DL850AS129: NSN Should Be 1377-01-116-3149 ([Approved Deviation FY04-D055 Dated 6/24/04](#))

2. For contractor part number, Contractor **SHALL** submit Product Baseline in accordance with DD1423, sequence number **A001** to activity shown below:

COMMANDER
IHDIV, NSWC
[CODE 5310K](#)
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

SECTION C - CONFIGURATION CONTROL - MIL-STD-973 (NAVY STOCK CLASS 1377 AMMO) (MAY 2004)

1. Any Engineering Change Proposal, Any Request for a Deviation or Request for Waiver affecting an item being procured under this contract shall be in accordance with MIL-STD-973 and any subsequent modification thereof superseding document ordered, shall be in writing, by the Contracting Officer, Naval Inventory Control Point. If any such modification or superseding document affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of "Changes" clause of this contract. ECP content shall be in accordance with Appendix D of MIL-STD-973 and Deviation and/or Waiver content shall be in accordance with Appendix E of MIL-STD-973.

2. The contractor's assigned Deviation and/or Waiver number as referenced in Appendix E of MIL-STD-973 shall consist of the following numbering formulations:

- The last four alpha-numeric characters of the contract number followed by a dash (-).
- The letter "D" (deviations) or "W" (waivers), as applicable, followed by consecutively assigned numeric characters beginning with 001.

3. The contractor shall submit an advance copy of any ECP, Request for Deviation or Waiver to the activity below:

COMMANDER
IHDIV, NSWC
[CODE 5310K](#)
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

4. The contractor shall submit an original and three (3) copies of each ECP, Request for Deviation or Waiver to the Contract Administration Office (CAO) for distribution as delineated in paragraph 8. below:

5. All ECPs, Requests for Deviations or Waivers shall be approved/disapproved by the Contracting Officer, NAVICP, Mechanicsburg, PA.

6. Technical approval authority for waivers, deviations and ECP's is IHDIV, NSWC, CODE 5220, 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2330.

7. Authorization for the CAO to accept nonconforming supplies as delineated in paragraph 5.4.8.3.5 and 5.4.8.4.5 of MIL-STD-973 is specifically withheld.

8. The Administrating Contracting Officer will distribute the request as follows:

Original and two:	NAVAL INVENTORY CONTROL POINT	One:	COMMANDER IHDIV NSWC
	CONTRACTING OFFICER Bldg 410 Code 0242		Code 5310K
	5450 CARLISLE PIKE PO BOX 2020		101 STRAUSS AVENUE BLDG 1557
	MECHANICSBURG PA 17055-0788		INDIAN HEAD MD 20640-5035

9. Class II waiver authority is granted for prefabricated piece parts, bought by the contractor to contractor drawings for assembly into the deliverable items procured under this contract. The authority is limited to items not affecting performance, durability, safety or interchangeability of the finished product. Traceability of materials and records of waivers of the finished product shall be maintained and made available for review upon Government request.

SECTION D - PACKAGING AND MARKING (MAY 2004)

1. Packaging and packing for production lots, first article samples and lot acceptance samples shall be IAW the following by item:

CLIN	QUP	IAW
0001AB-AF	1	NAVAIR DWG 850AS129, PARA 4.1, 4.1.1, 4.1.1.1 AND 4.1.1.2
0002AB-AJ	1	NAVAIR DWG 850AS132, PARA 4.1, 4.1.1, 4.1.1.1 AND 4.1.1.2

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.

- a. At a minimum, inner container markings for CLIN 0001 - 0002 shall include:
 - National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN)*
 - Item Nomenclature: *(see Section "B" for applicable CLIN)*
 - Item Assembly Drawing Number: *(see Section "B" for applicable CLIN)*
 - Quantity: **As Applicable**
 - Lot Number: IAW MIL-STD-1168
 - Serial Number: Required (X) N/A ()
- b. At a minimum, outer container markings for CLIN 0001 - 0002 shall include:
 - National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN)*
 - Item Nomenclature: *(see section "B" for applicable CLIN)*
 - Item Assembly Drawing Number: *(see Section "B" for applicable CLIN)*
 - Quantity: **As Applicable**
 - Lot Number: IAW MIL-STD-1168
 - Serial Number: Required (X) N/A ()
 - Gross Weight and Cube: **As Applicable**
 - DoD Contract Number: **As Applicable**
 - POP Markings: *(see Section "D" – Packaging & Marking paragraph 3 – below.)*
 - UN Proper Shipping Name, UN Number, Hazard Class, Compatibility Code, Net Explosive Weight, and EX Number: *(see TABLE 1 below for applicable CLIN)*
 - CAA: CLIN 0001 - USG DOT #8710792 AND CLIN 0002 – USG DOT #8710793

TABLE 1: United Nations Shipping / Storage Information

CLIN NUM	UN PROPER SHIPPING NAME	UN NUMBE R	HAZARD CLASS	COMPA. CODE	NET EXPLOSIVE WT (lbs)	EX NUMBER
0001	CARTRIDGE, POWER DEVICE	0276	1.4	C	0.010000	8710792
0002	CARTRIDGE, POWER DEVICE	0276	1.4	C	0.010000	8710793

3. THE **CONTRACTOR SHALL** PERFORM TESTING AND SHALL ACQUIRE DATA NECESSARY TO SUPPORT COMPLIANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) REQUIREMENTS OF HAZARDOUS MATERIALS AS DEFINED IN TITLE 49, CODE OF FEDERAL REGULATIONS (CFR), THE INTERNATIONAL MARITIME ORGANIZATION'S INTERNATIONAL MARITIME DANGEROUS GOODS (IMDG) CODE, AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF HAZARDOUS GOODS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D4919, TESTING OF HAZARDOUS MATERIAL PACKAGING. THE CONTRACTOR SHALL PREPARE **AND MAINTAIN** A POP TEST REPORT IN ACCORDANCE WITH DI-PACK-81059. **THE POP TEST REPORT SHALL BE MADE AVAILABLE TO THE GOVERNMENT UPON REQUEST.** FOR TECHNICAL INFORMATION ON POP CONTACT IHDIV, NSW, CODE 5220K, BLDG 1557 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2344.

NOTE: Foreign Military Sales (FMS) Shipments: All **outer containers** shall be **clearly marked with the FMS Case Designation, Requisition Number and Project Code, as applicable - See Section "F" for proper identification.**

4. **BARCODE LABELS.** Bar-coded markings shall be applied to ammunition containers and units loads in accordance with the following, providing coded elements of data that can be read and interpreted by automatic bar code reading devices (scanners). Labels used shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002 except that solvent and detergent resistance is not required. The bar code symbology and human readable information (HRI) that are to be applied shall be the standard DOD symbology as described in AIM-BC1. AIM-BC1 is a document published by AIM USA and maybe obtained directly from AIM USA 634 Alpha Drive, Pittsburgh, PA 15328. The bar code shall be printed in accordance with AIM-BC1 except that the bar code density shall be from medium to high density (ie from 5.2 to 9.4 characters per inch). Mark the packaging with two barcodes:

- a. **NIIN LABEL.** The nine-digit National Item Identification Number (NIIN), Ownership Code, and Material Condition Code shall be encoded as single "message". See Figure D.4.a.1. The NIIN shall be encoded without the dashes. A space (encoded) shall be placed between the NIIN and the Ownership Code and between the Owner Code and the Material Condition Code. Ownership code is listed in section B for each CLIN. Material Condition Code for ammunition lots for service use shall be in accordance with MIL-HDBK-129 Table V. Material Condition Code for LAT/FAT units shall be "D".

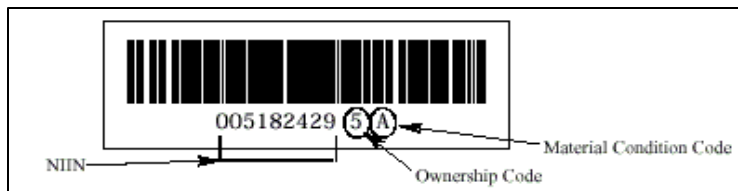


FIGURE D.4.a.1

b. **LOT NUMBER LABEL.** The Ammunition Lot Number (ALN), Maintenance Due Date (MDD) and quantity shall be encoded as a single “message”. See Figure D.4.b.1. The ALN shall be encoded with the dashes. A space (encoded) shall be placed between the ALN and the MDD and between the MDD and quantity. The MDD or Expiration Date shall be a 4-digit data element representing the month (01 through 12) and the last two digits of the year. MDD date is calculated by adding the shelf life of the CLIN to the month and year of production of the ammunition lot.

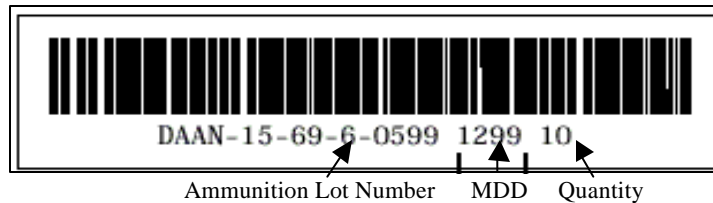


FIGURE D.4.b.1

NOTE: The shelf life for CLIN 0001 is: **11 years and 00 months.**
CLIN 0002 is: **13 years and 00 months**

5. Traceable Seals for shipping containers:

- a. Traceable seals are required for delivery of all "ready to issue" (condition code A, B, C, or N) or "pending acceptance" (condition code D) ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security and certification of material serviceability and apply to more than just hazardous materials.
- b. The contractor shall ensure traceable seals are properly affixed in accordance with these requirements:
 1. Traceable seals are applied to each shipping and storage container at the time of packaging. The shipping container will normally be the outer container.
 2. **WIRE SEALS:** A wire seal is a wire length with a lead or aluminum disk or pellet which is crimped or crushed using a die which imprints a “U.S.” symbol on the disk/pellet. Wire seals are applied to containers having provisions or means for application of wire seals, e.g., metal containers, drums, or cradles and wood boxes with hinged covers and/or latches.
 3. **LABEL SEALS:** A label seal is a nonmetallic label with a pressure sensitive backing and which is printed or stamped with a “U.S.” symbol. Label seals are applied to containers which do not have provisions or means for application of wire seals, e.g., fiberboard or wood boxes without hasps or latches.
 4. Label seals shall be applied such that the label must be cut or defaced in order to open a container. Adhesives shall adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration shall be given to label seals required to adhere to wood and fiberboard surfaces.

6. **Restrictions Involving Non-Manufactured Wood Packaging (NMWP) and Pallets** (per Defense Logistics Agency Directive subpart 47.305-1(c)(90): “**All** wooden pallets and wood containers produced of non-manufactured wood shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations, both dated May 30, 2001.”

SECTION D - MIL-STD-1168 - AMMUNITION LOT NUMBERING

Ammunition lot numbering shall be in accordance with MIL-STD-1168. The applicable lot interfix series number will be furnished in the signed contract.

*Lot number formulation shall consist of the following:

- (1) The contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted in accordance with MIL-STD-1461, via the Government Inspector.
- (2) The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.
- (3) The assigned lot interfix number.
- (4) The sequence number shall be consecutive for each production lot manufactured under this contract.

SECTION D – PALLETIZATION (MAY 2004)

Items for shipment shall be Palletized in accordance with MIL-STD-1322 / MIL-STD-1322-1000 with the following **Exceptions:** (1) Items shall be palletized on Mark 3 Mod 0 pallets conforming to the requirements of MIL-P-23312. and (2) Edge protectors shall be used under all strapping.

SECTION E - INSPECTION AND ACCEPTANCE (MAN-RATED ITEMS) (MAY 2004)

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2000 or an equivalent quality system. **IF other than ISO 9001:2000** - the offer shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with your offer.

ISO 9001:2000

Other

2. Radiographic equipment and procedures shall meet the standards stipulated in specification ASTM E1742.

3. Radiographic operators shall meet the standards stipulated in specification NAS 410.

4. The Contractor shall submit radiographic film as marked (X) below:

X-RAYS (per ASTM E1742)	N-RAYS (per ASTM E748)	Sample / LOT Description
X	X	Production Lot Units

NOTE: Radiographs of production lot units shall include Lot Acceptance Testing (LAT) samples.

5. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs not conforming to the requirements specified in Section E – Inspection and Acceptance will not be reviewed by IH DIV, NSWC. Disposition of non-conforming radiographs will be by mutual agreement of the parties.

6. Radiographic test technique and sample plate for X-rays and N-rays, as applicable, shall be submitted to and approved by the activity cited in paragraph 11, 45 days before LAT submission.

a. Test technique information for **X-rays** is specified in section 6 of ASTM E1742 in accordance with DD 1423 sequence number **A002**. The radiographic sample plate shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Plate film shall be of the same size and type as used for the production lot. Film densities below 1.5 are permitted when agreed upon between the cognizant engineering organization and the NDT facility.

b. Test technique information for **N-rays** is specified in section 5, paragraph 5.3 of ASTM E748, to include detail requirements as specified in Section 6 of ASTM E1742 in accordance with DD 1423 sequence number **A003**. The radiographic sample plate shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Plate film shall be of the same size and type as used for the production lot.

7. Written approval of the sample plate shall be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs with the same quality as the approved sample plate. Any change in the approved radiographic technique requires submittal and approval of a new radiographic sample plate at the Contractor's expense.

8. An acceptable radiographic sample plate is required for each line item on every contract.

9. When submitting the radiographic film, the Contractor shall also submit a report of radiographic inspection. This report shall clearly indicate the units subjected to radiographic inspection by the following data:

Item Nomenclature and DODIC
Government drawing or part number
Complete lot number
Span of serial numbers displayed
Complete contract number
Nonconforming units by serial number

Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited, i.e., minor, major, critical, as well as any assignable cause or analysis related to the occurrence. The Inspection report shall include specific verifications performed, i.e., explosive train free of gaps, voids, and cracks; all charges and components present, etc.

10. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order beginning with the number "001" before radiographic inspection. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques which may include multiple film loading or additional orientation of unit(s). Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic plate. Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 9 and forwarded with the LAT sample. Duplicate serial numbers shall never be used within a production lot. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one X-ray film sheet; these serial numbers may appear on tape and be affixed to the X-ray film.

11. This radiographic film shall be shipped prepaid. The radiographic film may be sent prior to or concurrently with the first article or lot acceptance test samples, under separate cover, to the activity shown below:

COMMANDER
IH DIV, NSWC
CODE 5310K
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

12. All radiographic film shall be retained by the Government. All radiographic plates shall display a permanent identification of the following information:

- Item Nomenclature and DODIC
- Government Drawing or Part Number
- Complete Lot Number
- Span of Serial Numbers Displayed
- Complete Contract Number

13. The production lot shall be held at the Contractor's plant until written notification is issued by the Contracting Officer regarding the disposition of the production lot(s). This follows completion of the Lot Acceptance Testing and review of the production lot radiographs (if required) by NSWC, Indian Head.

14. All documentation, i.e., packing slip, invoice, DD 250, etc., accompanying the radiographic film shall clearly indicate, as a minimum, the following information:

- Contract Number
- Item Nomenclature
- National Stock Number (NSN)
- Department of Defense Identification Code (DODIC)
- Lot Number

15. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to assure the correct identification and nomenclature are assigned for all item and shipping containers prior to shipment.

16. All primers are to be X-rayed as required by the applicable provisions of SCD 850AS129 and 850AS132.

SECTION E - PRODUCTION LOT TEST SAMPLES (NSWC TESTING) (MAY 2004)

1. Test samples are required from each production lot. A production lot shall consist of: Net deliverable quantity, plus additional units for Lot Acceptance Test, in accordance with Section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract.

2. **Delivery:** The production lots must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. The documentation (DD 250's, and DD 1650's) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers (if applicable). The presentation of the lot shall be in time for the QAR to select the production test samples on or before the scheduled delivery date for production units specified in Section F of the contract. The samples shall be selected, at random, from each production lot, by the Government's QAR.

NOTE 1: The manufacture and presentation of the proper number of production units to the QAR for selection of LAT samples will be considered as meeting the contract delivery schedule.

NOTE 2: Sample units removed for testing from different lots shall not be commingled.

3. After the selection of the production lot samples, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in paragraph 5 at no additional charge to the Government.

4. The following activity will conduct production lot testing: **Indian Head Division Naval Surface Warfare Center.**

5. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. This data includes, but is not limited to, radiographic requirements specified in Section E - Inspection and Acceptance, DD Form 1650, and DD Form 250.

6. **Disposition of Production Lot Test Sample(s)** - Units submitted for Production Lot Testing are subject to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of units not destroyed during testing and/or residual material for disposition/examination. The written request to return rejected units/material shall be received by the Contracting Officer, with a concurrent copy to the testing activity, within fifteen (15) days after notification of rejection. Units/material will be returned at the Contractor's expense.

7. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval.

8. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within sixty (60) calendar days after receipt of the production lot test samples and all necessary data by the Government Testing Activity. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.

9. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.

10. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the contractor may be required by the contracting officer to submit a failure analysis and corrective action report (DD Form 1423, sequence number, **A004**).
11. A notice of disapproval shall cite reasons for such. If any production lot test sample(s) is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Government to submit an additional production lot test sample(s), the Contractor shall - at no additional cost to the Government - make any necessary changes, modifications, or repairs to the production lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval test required due to contractor causes, and all costs related to such test(s) shall be borne by the Contractor. **Retest Cost for Item 0001 is: \$5,000. Retest Cost for Item 0002 is: \$5,000 (NOTE: Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.)** In the event the Government requires resubmission of production lot test sample(s), the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such samples. The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.
12. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor may be deemed to have failed to make delivery within the meaning of "Default" clause of this contract, and this contract may be subject to termination for default. However, failure of the Government to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.
13. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified above, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates and/or the contract price, and any other contractual provision affected by such delay, in accordance with the procedures provided in the "Changes-Fixed Price" clause. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
14. Acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA representative. Acceptance may only be made after lot test approval has been issued by the Contracting Officer.

SECTION E - AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT

1. Under the direction of MIL-STD-1168, the Contractor shall furnish DD 1650 Ammunition Data Cards (ADC) for each shipment (test and production) as generated from Ammunition Lot Record and Malfunction System (ALRAM) or Worldwide Ammunition-data Repository Program (WARP). Preparation instructions are found in DI-MISC-80043 and Government furnished software, [see NOTES below](#). For either system, the contractor shall furnish a printout of the DD 1650 signed in blue ink to the address indicated in paragraph 3, for either system. In addition, ALRAM requires submission of a data diskette to the address listed in paragraph 3. All components and subassemblies shall be listed on the DD 1650 (Block 23) per DI-MISC-80043, paragraph 3, in accordance with DD 1423 sequence number **A005** .

NOTE 1: ALRAM - alram1.exe, MIL-STD-1168 (MIL1168B.pdf) and DI-MISC-80043 (MIL1168B.pdf) are contained in file named: [alram2.zip](#). To access this file, click on the drawing link next to any solicitation listed on the Virtual Bidroom Solicitation webpage. Upon opening the file, it must be saved to the user's computer.

NOTE 2: WARP - Contractor can apply for access to the Army Electronic Product Support (AEPS) website at <http://aeprs.ria.army.mil> by choosing Access Request Form. The WARP User Manual is available on the WARP Homepage in AEPS.

2. Lot numbers for all explosive components and explosive subassemblies shall be in accordance with MIL-STD-1168, Ammunition Lot Numbering and included in Block 23 of DD 1650.
3. Explosive Configuration Item subassembly DD 1650 shall be submitted under one of the following conditions;
- A different manufacturer supplies explosive subassembly to be assembled into end item device, or
 - Contractor manufactures large quantities of explosive subassemblies to be assembled into more than one lot of end item devices.
- Contractor shall finish explosive subassembly DD 1650 printout and data diskette to:

COMMANDER
IH DIV, NSWC
[CODE 5310K](#)
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

Subassembly DD 1650 shall be furnished only once for each new subassembly lot of material. End item shipment shall not contain subassembly DD 1650 printout copies.

4. In accordance with the DFAR clause at 252.246-7000, Material Inspection and Receiving Report, the Contractor shall furnish DD 250 Material Inspection and Receiving Report at the time of each delivery (test and production). Preparation instructions are found in the DFAR Supplement Appendix F.

If the date cited in Block 3 of the DD 250 is an estimated "ship date", the Contractor shall make distribution of a corrected DD 250 indicating the "actual ship date" within 24 hours after actual shipment.

The following additional data shall be furnished on the DD 250:

- a. Complete lot number, lot expiration date (month and year), and shelf-life of the item.

Example - (As it should appear on the DD 250): XYZ90A001-001 (January 1996)
Shelf Life: 6 Years

Note: Shelf life is provided in Section D – Packaging and Marking paragraph 4.b.

- b. Total lot size (consists of net, test, and investigative).
- c. Serial numbers of units shipped to consignee.
- d. Net quantity shipped to destination.
 - 1) Item quantity shipped to consignee
 - 2) Total item quantity shipped to consignee
 - 3) Item quantity due consignee

5. The contractor shall make distribution of the DD Form 1650 hardcopy and DD Form 250 in accordance with the information provided in Section H no later than 24 hours after shipment. When Item 0001, 0002, etc. is indicated under the designator, the Contractor shall furnish all shipping documents for all subclins under that line item.

SECTION E

***52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

***52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (NAVICP REVIEW FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror indicate its selection by checking the appropriate block.)

Title Number

Date

Tailoring

ISO-9001

Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards

(NOTE: When checked, quality/inspection plan subject to Navy review and approval.)

***NAVICPEA04 INSPECTION, ACCEPTANCE, AND PLACE OF PACKAGING (NAVICP-M) (JAN 1993)**

Supplies furnished hereunder Shall be: Inspected at ☒ Contractor's and/or Subcontractor's plant or ☐ Destination.

Acceptance Shall be: at ☒ Contractor's and/or Subcontractor's plant or ☐ Destination.

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

SECTION F

***NAVICPFA01 - NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)**

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

☐ shall be rejected as non-responsive.

☒ may be rejected as unacceptable.

***52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

***52.242-15 STOP-WORK ORDER (AUG 1989)**

***52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

52.247-29 F.O.B. ORIGIN (JUN 1988)

52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)

52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)

52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUNE 2003)

5252.225-9406 VERIFICATION OF "SHIP TO" AND/OR "AVAILABILITY OF ADDRESS" (JAN 92)

SECTION F

***52.211-8 TIME OF DELIVERY**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE					
<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
0001AB (LAT)	53 Each	300 DADC	0002AC	47 Each	300 DADC
0001AC	229 Each	300 DADC	0002AD	27 Each	300 DADC
0001AD	15 Each	300 DADC	0002AE	2 Each	300 DADC
0001AE	4 Each	300 DADC	0002AF	3 Each	300 DADC
0001AF	12 Each	300 DADC	0002AG	8 Each	300 DADC
			0002AH	1 Each	300 DADC
0002AB (LAT)	23 Each	300 DADC	0002AJ	3 Each	300 DADC

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE					
<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
0001AB (LAT)	53 Each		0002AC	47 Each	
0001AC	229 Each		0002AD	27 Each	
0001AD	15 Each		0002AE	2 Each	
0001AE	4 Each		0002AF	3 Each	
0001AF	12 Each		0002AG	8 Each	
			0002AH	1 Each	
0002AB (LAT)	23 Each		0002AJ	3 Each	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer May be considered non-responsive and rejected.

SECTION F - DELIVERIES OR PERFORMANCE (MAY 2004)

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

<u>LINE / SUBLINE ITEM & QTY</u>	<u>SHIP TO:</u>	<u>MARK FOR:</u>
0001AB (LAT) 53 EA	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	LOT ACCEPTANCE TEST SAMPLES Explosive Scales (BLDG 1104) ATTN: CAD Test, Code 320
0001AC 229 EA	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN MC FY05 (SPARES)
0001AD 15 EA	Q97112 BOEING A & M Highway 94 North & Harpoon Drive Tract 5 Bldg 598 St Charles Mo 63301-8331	F/A-18E INSTALLS, FY05 ATTN: JOHN SILLERY
0001AE 4 EA	Supplemental Address: DZ5PAF Priority: 06	FMS Case: KU-P-PAF Reqn #: PKUA54-4156-6052
0001AF 12 EA	Supplemental Address: DXXPAH Priority: 06	FMS Case: SP-P-PAH Reqn #: PSPX94-4141-6006

LINE / SUBLINE ITEM & QTY	SHIP TO:	MARK FOR:
0002AB (LAT) 23 EA	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	LOT ACCEPTANCE TEST SAMPLES Explosive Scales (BLDG 1104) ATTN: CAD Test, Code 320
0002AC 47 EA	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN MC FY05 (SPARES)
0002AD 27 EA	Q97112 BOEING A & M Highway 94 North & Harpoon Drive Tract 5 Bldg 598 St Charles Mo 63301-8331	F/A-18E INSTALLS, FY05 ATTN: JOHN SILLERY
0002AE 2 EA	Supplemental Address: DZ5PAF Priority: 06	FMS Case: KU-P-PAF Reqn #: PKUA54-4156-6053
0002AF 3 EA	Supplemental Address: DXXPAH Priority: 06	FMS Case: SP-P-PAH Reqn #: PSPX94-4141-6007
0002AG 8 EA	Supplemental Address: DZ3PAE Priority: 06	FMS Case: MF-P-PAE Reqn #: PMFF54-4166-6005
0002AH 1 EA	N00174 Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	REPLACEMENT IN KIND FOR: REQN NO: PMFF54-4072-6008 FMS Case: MF-P-PAE
0002AJ 3 EA	Supplemental Address: PZ4PAC Priority: 06	FMS Case: SZ-P-PAC Reqn #: PSZC54-4154-6053

NOTE: The above mark for (M/F) information is to be noted on the DD 250 (Block 14) for each applicable subline item.

SECTION F - FOREIGN MILITARY SALES (FMS) SHIPMENTS

The Cognizant DCMC Transportation Office shall forward copies of the Notice of Availability for all FMS shipments to the activities listed below:

COMMANDER IHDIW NSWC
CODE 5310
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

DEPUTY COMMANDER FOR INTERNATIONAL PROGRAMS
NAVAL INVENTORY CONTROL POINT
700 ROBBINS AVENUE CODE: 7533
PHILADELPHIA PA 19111-5098

navicp_fms_contracts@icpphil.navy.mil

SECTION G – ACCOUNTING DATA

Accounting data will be cited at time of award.

SECTION H - SPECIAL DISTRIBUTION (MAY 2004)

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) electronic form fulfills the requirement for a Material Inspection and Receiving Report (DD Form 250). See clause 252.246-7000 Material Inspection and Receiving Report (March 2003).

NOTE 2: When using WAWF-RA to submit Contract Data Requirements List (CDRL) data and “Not Separately Priced” items, the following information shall be listed in the “Comments” field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped.*

DD250s or WAWF-RA documents accompanying the shipment are to be attached as follows (**Type of Shipment** - Location):

Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

KEY: * = Hard Copy ** = Provisional for LATs Only S = Include all other shipping documents

DD1650	DD250	GBL	DESIGNATOR/CLIN	DESIGNEE
1*	1	S	0001	CONTRACT ADMINISTRATION OFFICE (DCMA)
1*	1	S	0001	GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE
	1		0001	TRANSPORTATION OFFICE ISSUING GBL (<i>ATTACH TO GBL MEMORANDUM COPY</i>)
1* 1*	1	S	0001 0001	COMMANDER IHDIW, NSWC 101 STRAUSS AVENUE BLDG 1557 INDIAN HEAD MD 20640-5035 CODE: 5310K CODE: 5220N

<u>DD1650</u>	<u>DD250</u>	<u>GBL</u>	<u>DESIGNATOR/CLIN</u>	<u>DESIGNEE</u>
	1	S	0001	COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 BLDG 410 5450 CARLISLE PIKE PO BOX 2020 MECHANICSBURG PA 17055-0788
1			0001	COMMANDER US ARMY MUNITIONS & ARMAMENTS COMMAND ATTN: AMSOS-PBQ 1 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-6000
			0001AC & 0002AC	COMMANDER NAVAL AMMUNITIONS LOGISTICS CENTER CODE 4314 5450 CARLISLE PIKE PO BOX 2011 MECHANICSBURG PA 17055-7035
	1*		0001AE/AF & 0002AE-AJ	DEPUTY COMMANDER FOR INTERNATIONAL PROGRAMS NAVAL INVENTORY CONTROL POINT – PHILADELPHIA 700 ROBBINS AVENUE ATTN: CODE 7532 PHILADELPHIA PA 19111-5098
1*	1		0001	CONSIGNEE

SECTION I*52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VFDFARa.htm>

- 52.202-1 DEFINITIONS (DEC 2001)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- *52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
- *52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- *52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.219-4 [NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS \(JAN 1999\)](#)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- *52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- *52.222-3 CONVICT LABOR (JUN 2003)
- *52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEP 2000)
- *52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
- *52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- *52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- *52.222-26 EQUAL OPPORTUNITY (APR 2002)
- *52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- *52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- *52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- *52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- *52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- *52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- *52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- *52.227-3 PATENT INDEMNITY (APR 1984)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- *52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)

- *52.232-11 EXTRAS (APR 1984)
- *52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- *52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- *52.232-25 PROMPT PAYMENT (OCT 2003)
- *52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- *52.233-1 DISPUTES (JUL 2002)
- *52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.242-10 F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
- *52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
- 52.242-13 BANKRUPTCY (JUL 1995)
- *52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.244-2 SUBCONTRACTS (AUG 1998)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.245-4 **GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)**
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- *52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- *52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
- *252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- *252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
- *252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- *252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)
- 252.209-7000 ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- *252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- *252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)
- 252.225-7013 DUTY FREE ENTRY (JAN 2004)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)
- 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)
- *252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- *252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (NOV 1995)
- *252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
- *252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
- *252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- *252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- *252.242-7000 POST-AWARD CONFERENCE (DEC 1991)
- 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
- *252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.245-7001 REPORT OF GOVERNMENT PROPERTY (MAY 1994)
- *252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)
- *252.246-7001 WARRANTY OF DATA (DEC 1991)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

SECTION I - 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition - "*Qualification requirement*," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

AGENCY NAME /ADDRESS

DEPARTMENT OF THE NAVY

IHDIV NSWC CODE 5210 CAD/PAD DEPT 50

101 STRAUSS AVENUE BLDG 1557

INDIAN HEAD MD 20640

SturgillPR@ih.navy.mil (301) 744-2308

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number *(to the extent known)*

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The re-evaluation must be accomplished before the date of award.

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

***52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(if none, insert "NONE")*

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

***52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition: "*Ozone-depleting substance*," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as --

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * *The Contractor shall insert the name of the substance(s).*

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ()[insert regulation name](48 CFR ()) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

***252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) "*Hazardous material*," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "NONE")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

***252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)**

(a) Definition: "*Ammunition and explosives*," as used in this clause:

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system:

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliance unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliance.

(3) If the Contractor refuses or fails to correct noncompliance within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) **Mishaps:** If a mishap involving ammunition or explosives occurs, the Contractor shall:

- (1) Notify the Contracting Officer immediately;
- (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and
- (3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety.

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of:

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance.

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors.

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government." The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance-Ammunition and Explosives."

***252.223-7003 CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DEC 1991)**

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

(a) Definition - "*Arms, ammunition, and explosives (AA&E)*," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY CATEGORY</u>
0001 – CARTRIDGE, IMPULSE, CCU-71/A	1377-01-116-3149, XW57	UNCATEGORIZED
0002 – CARTRIDGE, IMPULSE, CCU-72/A	1377-01-116-3150, XW58	UNCATEGORIZED

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)

(a) Definitions: As used in this clause-

- (1) "*Qualifying country*" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (2) "*Specialty metals*" means-
 - (i) Steel-
 - (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
 - (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
 - (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;
 - (iii) Titanium and titanium alloys; or
 - (iv) Zirconium and zirconium base alloys.

(b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to specialty metals -

- (1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
- (2) Purchased by a subcontractor at any tier.

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

***252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

(a) Definitions. As used in this clause -

- (1) "*Contract financing payment*" and "*invoice payment*" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "*Electronic form*" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) "*Payment request*" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at: <http://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at: <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at: <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at: <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions: As used in this clause-

- (1) "*Components*" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "*Department of Defense*" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "*Foreign flag vessel*" means any vessel that is not a U.S.-flag vessel.
- (4) "*Ocean transportation*" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

- (5) "*Subcontractor*" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "*Supplies*" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "*Supplies*" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "*U.S.-flag vessel*" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-
- (A) Noncommercial items; or
- (B) Commercial items that-
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM DESCRIPTION</u>	<u>CONTRACT LINE ITEMS</u>	<u>QUANTITY</u>	<u>TOTAL</u>
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

***5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or requires of Government personnel unless it is issued in writing and signed by the Contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME \Code 0242 PERSONNEL\
 ADDRESS \ PO BOX 2020 MECHANICSBURG, PA 17055
 TELEPHONE \ 717-605-XXXX \

***NAVICPIA04 ACCIDENT REPORTING (NAVICP-M) (NOV 1992)**

1. IAW DFARS Clause 252.223-7002, the contractor shall immediately following an accident or incident notify the Commanding Officer, Naval Inventory Control Point, Code 0242, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055-0788. Also, a written report shall be forwarded within 10 days of the accident containing at a minimum the following:

- a. Location, date and local time of the occurrence
- b. Category of accident (fire, explosion, natural disaster, etc.)
- c. Identification of equipment, material and type of activity involved.
- d. Contract number.
- e. Procuring activity (name of PCO and ACO).
- f. Narrative of occurrence including cause, if known.
- g. Personnel involved and degree of injury, if any. Specify whether contractor and/or government personnel.
- h. Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment.
- i. Was a news release made? If so, by whom? If not, will a news release be made?
- j. Was a request made for any assistance?
- k. Will there be any effect on production? If so, explain in detail.
- l. Corrective action taken, if any.
- m. Name and title of person submitting this report.

2. For the assigned DCMC, Contract Administration Office (CAO): The CAO shall immediately following an accident or incident notify the Procurement Contracting Officer (PCO) and then forward weekly written reports until the accident or incident no longer effects production and/or when contract deliveries are on schedule.

***I - HAZARDOUS MATERIAL (JAN 1999) NAVSUP**

(a) Hazardous material as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling, storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

<u>Class/Division</u>	<u>Definition</u>
1	Explosives
2.1	Flammable Gas
2.2	Non-Flammable, Non-poisonous compressed Gas
2.3	Gas Poisonous by Inhalation
3	Flammable Liquid (flash point not more than 141 degrees F)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Material
6.2	Infectious Substance
7	Radioactive Material
8	Corrosive material
9	Miscellaneous Hazardous material
None	Otherwise Regulated Material (ORM-D)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f), and (g) below).

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance with U.S. Postal Service Publication.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International maritime Organization International maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment via commercial air shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment via military aircraft shall be packaged, packed marked, labeled, ad certified in accordance with joint manual AFJMAN 24-204/NAVSUPPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance test in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded form these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81050 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which have been adopted for Government use.

(k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

SECTION I - GOVERNMENT FURNISHED PROPERTY

1. The Government will furnish the following property to the Contractor for use in performance of this contract:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>EXPLOSIVE CLASS</u>	<u>SHIPPING WEIGHT</u> (FOR EVALUATION PURPOSES)
1377-01-108-1438, DWG 851AS110			
PVU-1/A IGNITION DEVICE	460	1.4	5 LBS
Manufactured By UPCO-CA and IHDIW NSWC			

Delivery of such property will be made by NSWC, Indian Head Division.

2. The property will be delivered, at the Government's expense, at or near:

(The Contractor is to insert the address, city, and state to which the GFM is to be delivered in the space above.)

3. The Contractor shall notify the Contracting Officer, in writing, with a concurrent copy to the cognizant DCMC office and Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, ATTN: Code 5310K, Indian Head, MD 20640-5035, at least ninety (90) days prior to the need for the Government Furnished Material (GFM).

The GFM request shall clearly indicate the following information:

- (a) Contract Number
- (b) End Item Nomenclature and DODIC
- (c) Quantity of GFM required
- (d) Complete address to which GFM is to be delivered
- (e) Date GFM is required

4. Only the property listed above, in the quantity shown, will be furnished by the Government. The total quantity of GFM provided will include First Article/Preproduction Testing, if required, lot acceptance, and normal attrition.

5. The Government reserves the right to initially forward only the appropriate amount of GFM applicable to the First Article quantity (as described in Section B Supplies/Services) within 90 days of the Contractor's request. The GFM applicable to the Production units and the Lot Acceptance Test Samples (as described in Section B Supplies/Services) will be forwarded within 60 days after the approval of the First Article Test requirement and subsequent release to production by the Contracting Officer, per program plan of section H of this contract.

6. The contractor shall notify the Contracting Officer, in writing, within thirty (30) days after GFM is determined to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract.

7. If the Contractor determines that additional GFM is needed during contract performance, the Contractor shall submit a written request to the addresses cited in paragraph 3 above. In order for the request to be considered, the Contractor must provide justification for the need for additional GFM. If additional GFM is requested by the Contractor and issued by IHDIV, NSWC during contract performance, the contract price will be reduced to compensate for the additional GFM.

8. All other property required for performance of this contract shall be furnished by the Contractor.

9. **PERCUSSION PRIMERS/IGNITION DEVICES** - The above cited percussion primers/ignition devices provided as GFM are from lot(s) found to be acceptable for intended application. It is the Contractor's responsibility to perform any processing, screening and/or testing (i.e., drying prior to use, radiographic screening for random defect, etc.) cited or referenced in the applicable drawings/specifications to assure product conformance. The percussion primers/ignition devices shall not be used after the date specified on Condition Code Tag and shipping document 1348-1 (Block FF) without prior authorization from the Contracting Officer. Failure to comply with these conditions could cause rejection of the end-item.

10. **DISPOSITIONING** - The Contractor shall request disposition instructions from the Contracting Officer for any residual GFM. Any residual GFM must be in a container clearly marked with the NSN and lot number. It must also be free from any hazardous waste. Contents and marking shall be verified by the Government QAR.

Residual GFM **shall** be dispositioned within thirty (30) days after acceptance of the final production lot. Additionally, the Contractor shall notify the receiving activity, in writing, at least thirty (30) days prior to shipment. A detailed list of material being returned shall be provided. Failure to comply may result in rejection of the material at the destination. Any costs associated with return of unauthorized shipments shall be borne by the Contractor.

If the Contractor has the capability to dispose of the residual GFM at their facility, and has received permission to do so through approved disposition instructions, the Contractor shall provide a written notice to the issuing activity within thirty (30) days after the disposal. This notice shall identify the material which was disposed of by the contract number, NSN, lot number, quantity, and the date the material was disposed. Verification by the Government QAR is required and shall be cited on this notification.

SECTION J

J - LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)

The documents listed below marked with an "X" are physically included in this contract.

- () Award/Contract (Standard Form 26)
- (X) Continuation Sheet (Supply Contract) (Pages 2 thru 39)
- () Specifications
- (X) DD Form 1423
- (X) DD Form 1423 (Back)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

[illegible]

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A. CONTRACT LINE ITEM NO. 0001 & 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM - _____ OTHER X					
D. SYSTEM / ITEM XW57 & XW58		E. CONTRACT / PR NO. N0010405NB027		F. CONTRACTOR					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM RADIOGRAPHIC TEST TECHNIQUE			3. SUBTITLE N-RAY TECH, FILM & INSPECTION REPORT					
4. AUTHORITY (Data Acquisition Document No.) SEE BLOCK 16		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC, CODE 5310K					
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro				
16. REMARKS BLOCK 4 AUTHORITY - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 6.b. BLOCK 5 CONTRACT REFERENCE - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 6.b. ASTM E1742 SECTION 6. BLOCK 10 FREQUENCY - ONE /R WITH SAMPLE PLATE FILM. BLOCK 12 DATE OF FIRST SUBMISSION - WITH SAMPLE PLATE FILM. BLOCK 13 DATE OF SUBSEQUENT SUBMISSION - SECTION E - INSPECTION AND ACCEPTANCE PARAGRAPH 11. BLOCK 14 DISTRIBUTION - (N00174) COMMANDER CODE 5310K IHDIVNAVSURFWARCEN BLDG 1557 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035 COGNIZANT DCMA (indicated in Block 6 of SF26) LT with Report Only				SEE BLOCK 16					
				15. TOTAL					
				G. PREPARED BY RONI M. RABY		H. DATE 6/29/04		I. APPROVED BY MICHAEL R. HOGG	
				J. DATE 7/16/04					

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A. CONTRACT LINE ITEM NO. 0001 & 0002		B. EXHIBIT A	C. CATEGORY: TDP _____ TM - _____ OTHER X				
D. SYSTEM / ITEM XW57 & XW58		E. CONTRACT / PR NO. N0010405NB027		F. CONTRACTOR			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT		3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81315		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC, CODE 5310K			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16				
16. REMARKS BLOCK 5. CONTRACT REFERENCE - SECTION E - PRODUCTION LOT TEST SAMPLES PARAGRAPH 10. BLOCK 7. - ACCEPTANCE INFORMATION UNDER DOD 5010.12 FOR THIS CDRL IS REQUIRED. GOVERNMENT SHALL BY Letter of Transmittal ACCEPT OR REJECT Failure Analysis And Corrective Action Report AFTER REVIEW BY IHDIV, NSWC POC (BLOCK 6). INFORMATION IS IN SUPPORT OF ACCEPTANCE OF CLIN IN SECTION B OF THIS CONTRACT. BLOCK 10. FREQUENCY - IS DETERMINE BY NUMBER OF LAT FAILURES BLOCK 12. DATE OF FIRST SUBMISSION - NLT THAN 10 DAYS AFTER FAILURE ANALYSIS (FA) COMPLETION OF FIRST FAILED LOT. BLOCK 13. DATE OF SUBSEQUENT SUBMISSION - NLT THAN 10 DAYS AFTER FA COMPLETION OF SECOND FAILED LOT AND BEYOND. BLOCK 14. DISTRIBUTION ADDRESSES (N00174) COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN: CODE 5310K BLDG 1557 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788 COGNIZANT DCMA (indicated in Block 6 of SF26)				SEE BLOCK 16			
G. PREPARED BY RONI M. RABY		H. DATE 6/29/04	I. APPROVED BY MICHAEL R. HOGG		J. DATE 7/16/04		

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. 0001 & 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM - _____ OTHER X	
D. SYSTEM / ITEM XW57 & XW58		E. CONTRACT / PR NO. N0010404NB027		F. CONTRACTOR	
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM AMMUNITION DATA CARD		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) SEE BLOCK 16		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IH DIV, NSW, CODE 5310K	
7. DD 250 REQ SD		9. DIST STATEMENT REQUIRED		10. FREQUENCY SEE BLOCK 16	
8. APP CODE N/A		11. AS OF DATE		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		b. COPIES	
a. ADDRESSEE		Draft		Final	
SEE BLOCK 16		Reg		Repro	
16. REMARKS		15. TOTAL			
BLOCK 4. - DI-MISC-80043A PARAGRAPH 3 BLOCK NUMBER 16(e) SHALL READ BLOCK 7 IN LIEU OF 6.					
BLOCK 5. - SECTION E - AMMUNITION DATA CARDS (ADC) AND MATERIAL INSPECTION AND RECEIVING REPORT PARAGRAPH 1.					
BLOCKS 10, 12, AND 13 - DISTRIBUTION SHALL BE MADE FOR EACH PRODUCTION LOT IAW MIL-STD-1168.					
BLOCK 14.					
SUBASSEMBLY EXPLOSIVE ITEMS REQUIRING ADC DD FORM 1650 SHALL BE PROVIDED WITH FIRST LAT/LOT END ITEM ADC TO IH DIV, NSW ONLY. ADDITIONAL END ITEM LOTS USING SAME SUBASSEMBLY LOT WILL NOT BE REQUIRED TO SUBMIT ADDITIONAL SUBASSEMBLY ADC.					
LAT END ITEM UNITS DD FORM 1650 SHALL BE PROVIDED WITH EACH LOT ACCEPTANCE UNITS TO IH DIV, NSW ONLY.					
PRODUCTION END ITEM UNITS - DD FORM 1650 SHALL BE PROVIDED PER SECTION H - SPECIAL DISTRIBUTION.					
COGNIZANT DCMA (indicated in Block 6 of SF26)					
G. PREPARED BY RONI M. RABY		H. DATE 6/29/04		I. APPROVED BY MICHAEL R. HOGG	
				J. DATE 7/16/04	

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competition relating to--

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above *(insert the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)*;

(ii) Is an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION & DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) *(Incorporated by reference with same force and effect as if given in full text.)***52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "*Women-owned business concern*," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it is a women-owned business concern.

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity (ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

<u>OFFEROR RECOMMENDATIONS</u>			
<u>ITEM QUOTATION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) The Offeror has has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *"Principals,"* for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). *This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.*

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (*street address, city, state, county, zip code*)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **325920**.

(2) The small business size standard is **750**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that -

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice:

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(X) **ALTERNATE I (APR 2002).** As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located within any State of the United States or its outlying areas.

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as:

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Definitions. As used in this provision -

- (1) "*Government of a terrorist country*" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "*Terrorist country*" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "*Significant interest*" means -

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision -

(1) "*Effectively owned or controlled*" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "*Entity controlled by a foreign government*" -

(i) Means -

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; **or**

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "*Foreign government*" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "*Proscribed information*" means -

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of Foreign Government

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

- (a) Definitions. "*Domestic end product*," "*foreign end product*," "*qualifying country*," and "*qualifying country end product*" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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 - (3) The following end products are other foreign end products:

Line Item Number	Country of Origin <i>(If known)</i>
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252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)

- (a) Definitions. "*Domestic end product*," "*foreign end product*," "*Free Trade Agreement country end product*," "*qualifying country end product*," and "*United States*" have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government -
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror shall identify all end products that are not domestic end products.
 - (i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

Line Item Number	Country of Origin
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 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

Line Item Number	Country of Origin
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 - (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

Line Item Number	Country of Origin <i>(If known)</i>
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252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -

- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to -

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "*supplies*" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it -

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

NAVICPKA01 F.O.B. ORIGIN SHIPPING POINTS (NAVICP-M) (JAN 1993)

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including *Street Address, City, State and Zip Code*

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad

NAVICPKA02 PREAWARD SURVEY-AMMUNITION AND EXPLOSIVES (NAVICP-M) (DEC 1992)

In accordance with DFARS 252.223-7002, "The contracting officer shall obtain a pre-award ammunition and explosives safety survey before awarding any contract (including purchase orders) involving ammunition and explosives. When the prospective contractor proposes subcontracting any ammunition and explosives work, the pre-award safety survey will also include the subcontractor(s) facility."

(a) The bidder/offeror or quoter, in the performance of any contract resulting from this solicitation intends, does not intend (*check applicable block*) to subcontract any ammunition or explosive work to a plant or facility located at a different address from the address of the offeror or quoter as indicated in this solicitation.

(b) If the bidder/offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information:

Place of Subcontractor (*Name, Street Address, City, State, Zip Code*)

Name and phone number of owner/operator of the Facility if other than Offeror/Quoter:

SECTION K**252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of _____ contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

SECTION L***52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>
<http://farsite.hill.af.mil/VFDFARa.htm>

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)****52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)****52.247-46 SHIPPING POINTS USED IN EVALUATION OF FOB ORIGIN OFFERS (APR 1984)*****252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE CODE) REPORTING (AUG 1999)****5252.227-9401 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)*****52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DoD INDICES OF SPECIFICATIONS AND STANDARDS (DoDISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil/>; or
- (b) By submitting a request to the --
 DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4 SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

***52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be () DX rated order; (**X**) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "*Facsimile proposal*," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **Mechanicsburg 717-605-2807**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal:
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

***52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

***52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Counsel for the Naval Inventory Control Point-Mechanicsburg, Code 0082, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; *or* BID ROOM Naval Inventory Control Point – Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5252.223-9000 DoN ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (OCT 1997)

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

- (a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.
- (b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.
- (c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.
- (d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.
- (e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.
- (f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.
- (g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.
- (h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

NAVICPLA07 NOTICE TO OFFERORS - ALTERNATIVES TO MILITARY SPECIFICATIONS AND STANDARDS (MAY 2001) *(Applies if value of contract is expected to be \$100,000 or greater)*

The Department of Defense is committed to minimizing the incorporation of military specifications and standards and outdated federal and commercial documents in contracts, and is seeking to use alternative, tailored, or updated non-government specifications and standards to the maximum extent practicable to satisfy its requirements. Offerors are encouraged to identify and propose alternatives to those military, federal or commercial specifications and standards, which are incorporated in this solicitation. Such alternatives will be considered by the government during the source selection.

***NAVICPLA12 ACCEPTANCE PERIOD (APR 2000)**

(A) If this solicitation is an IFB, any offeror allowing less than the number of calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have **60** calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

***NAVICPLA18 REVIEW OF AGENCY PROTESTS (APR 2000)**

(NOTE: Use in concert with 52.233-2 and/or 52.233-3 within this solicitation / contract.)

In accordance with FAR 33.102(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. The request for an independent review may be made in lieu of protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official
NAVICP Code 02
Building 410 South End Bay B29
5450 Carlisle Pike PO Box 2020
Mechanicsburg PA 17055-0788

SECTION M**52.247-47 EVALUATION--F.O.B. ORIGIN (JUN 2003)**

NOTE: FOR FREIGHT EVALUATION PURPOSES, A UNIT WEIGHT (including packaging) OF .25 lbs WILL APPLY.

NAVICPMA06 EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)

Award will be made to the responsible offeror submitting technically acceptable offer with the lowest evaluated price. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.

SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)

(X) Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.